



VAZQUEZ HELDMAN LLC
ATTORNEYS AT LAW

January 31, 2025

CONFLICT WAIVER

Attn: Ibrar Nadeem, CEO
Paramount Pharmacy Group LLC
377 Hoes Lane, Suite 105
Piscataway, New Jersey 08854

and,

Muhammad Assad Iqbal
2 Stubbe Drive
Stony Point, New York 10980

Re: Loan Documents and Master Services Agreement

Dear Mr. Nadeem and Mr. Iqbal:

As you know, Paramount Pharmacy Group LLC has asked this firm to represent it in connection with the preparation and drafting of loan documents and master services agreement (the "Proposed Representation"). Each of you understands that this firm has previously represented both Paramount Pharmacy Group LLC and Muhammad Assad Iqbal in other unrelated matters. The firm has no intention of compromising its representation of Paramount Pharmacy Group LLC because of its past representation of Mr. Iqbal or vice versa. Moreover, the firm has no information or knowledge regarding Mr. Iqbal that would provide any advantage to Paramount Pharmacy Group LLC, or vice versa. Notwithstanding the foregoing, the past representation of both parties represents a conflict and may create the appearance of impropriety. Before this firm can proceed further in connection with the Proposed Representation, it is necessary that we confirm both your awareness of certain matters.

If we proceed with the Proposed Representation of Paramount Pharmacy Group LLC herein, this firm will be faced with potential conflicts of interest including the following:

- (i) In the event of a future dispute between Paramount Pharmacy Group LLC and Mr. Iqbal this firm could take positions that are adverse to the interests of one party or the other;
- (ii) With respect to the Proposed Representation, it is possible that Paramount Pharmacy Group LLC's interests will conflict with the interests of Mr. Iqbal;
- (iii) With respect to the Proposed Representation, Paramount Pharmacy Group LLC's interests may be adverse to the interests of Mr. Iqbal.

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This law firm is bound by the Rules of Professional Conduct as promulgated by the New Jersey Supreme Court. In part, the applicable rule provides:

RPC 1.7 Conflict of Interest: General Rule

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) each affected client gives informed consent, confirmed in writing, after full disclosure and consultation, provided, however, that a public entity cannot consent to any such representation. When the lawyer represents multiple clients in a single matter, the consultation shall include an explanation of the common representation and the advantages and risks involved;
- (2) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (3) the representation is not prohibited by law; and
- (4) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

In accordance with this provision, we are not permitted to represent, simultaneously, clients with conflicts of interest as to each other, unless the clients understand the conflicts and knowingly waive or relinquish their rights with regard to the conflicts.

This conflict of interest may be resolved in two primary ways:

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- I. If each of the parties is represented by separate counsel and none of the parties relies upon this firm as their individual counsel, then we can be relieved of the potential conflict;
- II. Each of the parties agrees to waive or relinquish any actual and potential conflicts and authorizes this firm to act on their collective behalves, notwithstanding the conflict, for the purposes of preparing and executing the Instruments and consummating the Transactions.

We urge you to consider carefully the consequences of either a waiver or of proceeding with separate counsel. **YOU ARE URGED TO SEEK THE ADVICE OF AN INDEPENDENT ATTORNEY.** You must make your determination and advise us as soon as possible how you wish to proceed. The decision regarding how to proceed is individual to each of you.

If you decide to waive the conflict of interest, we have provided a form for you to execute and return to this firm. Space is also provided on the form for you to indicate your preference to be represented by a separate attorney, in which case we request that you identify the attorney so that we can make contact as soon as possible. Should you have any questions about the details of the above information, we will be available to discuss the same with you. We will not give you any legal advice in connection with your decision to either waive the conflict or retain your own counsel. We urge you to seek your own counsel on this matter with any attorney of your choice other than one affiliated with this firm.

If the foregoing is acceptable, please countersign a copy of this letter and return the countersigned copy to us as soon as possible.

Very truly yours,

JEFFREY HELDMAN, ESQ.

Consented and Accepted:



PARAMOUNT PHARMACY GROUP LLC



MUHAMMAD ASSAD IQBAL

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January 31, 2025
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POSITIONS REGARDING CONFLICTS OF INTEREST

The undersigned, having received and reviewed the letter, dated January 31, 2025, from Vazquez Heldman LLC in connection with its conflicts of interest, has determined:

Check only one of the two following boxes:

☒ I have determined to waive the conflict of interest as it relates to the Proposed Representation described in the aforesaid letter and direct Vazquez Heldman LLC to proceed with the representation of the undersigned. In connection therewith, I agree to indemnify, defend and hold harmless, Vazquez Heldman LLC from any losses or claims arising from or attributable to such law firm's representation of me with regard to the Proposed Representation.

☐ I have determined that I wish to be represented by separate legal counsel and will or have consulted with the following attorney who will represent my interests:

Complete the name and telephone number of your individual counsel:

(name of attorney)

(telephone no.)

In making my determination regarding the above choice, I have sought counsel from those persons and professionals of my choice and I have not consulted with any attorney associated with Vazquez Heldman LLC or I have decided *not* to seek any assistance from an independent attorney and have made my own decision regarding the joint representation of the parties, although I acknowledge that Vazquez Heldman LLC has recommended that I seek advice from my own attorney in making this decision.

Dated: 01/31/2025

7/6/25 Ahmed
PARAMOUNT PHARMACY GROUP LLC
By: Ibrar Nadeem, CEO

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01 / 31 / 2025
Dated: _____

maiqbal

MUHAMMAD ASSAD IQBAL







Audit trail

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